

HOG PURCHASE CONTRACT BETWEEN

SWIFT & COMPANY AND [REDACTED]

THIS HOG PURCHASE CONTRACT ("Contract") is made and entered into as of April 1, 1998, by and between SWIFT & COMPANY, a corporation incorporated and existing under the laws of the State of Delaware ("Buyer") and [REDACTED] ("Seller").

WHEREAS, Buyer operates a hog processing plant in Marshalltown, Iowa (the "Plant"); and

WHEREAS, Buyer desires to secure and Seller desires to provide a dependable supply of quality premium hogs suitable for use at such Plant; and

WHEREAS, Seller operates facilities to raise and produce hogs and desires to sell to Buyer market hogs that meet Buyer's specifications;

NOW, THEREFORE, in consideration of the promises and the mutual benefits and covenants contained herein, the adequacy of which are hereby acknowledged, Seller agrees to deliver and sell from its designated hog production facilities and Buyer agrees to accept and pay for hogs of the quantity and quality hereinafter stated upon the following terms and conditions.

ARTICLE 1

EFFECTIVE DATE AND TERM

Section 1.01

From the date hereof, this Contract shall continue and remain in full force and effect during the term set forth on Schedule 1 hereto, unless otherwise extended by the parties hereto or unless terminated in accordance with the terms hereof.

ARTICLE 2

QUANTITY

Section 2.01

- (a) Quantity. Except as otherwise set forth herein, during each "Contract Year" (as defined on Schedule 1 hereto) provided for under this Contract, Buyer shall accept delivery and purchase, and Seller shall deliver and sell the average number of "Market Hogs" (as defined in Section 3.01) per Contract Year as set forth on

Schedule 1 hereto, to be delivered to Buyer's Plant. Unless the parties agree otherwise, and except as otherwise provided herein, such Market Hogs shall be delivered on an equal weekly basis, plus or minus ten percent (10%).

- (b) **Additional Hogs.** Buyer shall have an option to accept and purchase Market Hogs produced by Seller during any calendar year which are in excess of the quantity set forth in subpart (a) above ("Excess Market Hogs"). The option to accept and purchase all (and not less than all) Excess Market Hogs for each year shall be exercised with respect to each year by Buyer providing written notice to Seller at least forty-five (45) days before the beginning of the respective year. If the option to purchase the Excess Market Hogs is timely exercised by Buyer, the Excess Market Hogs will be purchased pursuant to the terms of this Contract. If the Buyer does not timely exercise its option to purchase the Excess Market Hogs, Seller shall be able to sell such Excess Market Hogs produced during such fiscal year to any purchaser as Seller shall determine in its sole discretion. Seller will notify Buyer in writing at least seventy-five (75) days before the beginning of the respective year of the availability of Excess Market Hogs (including the approximate number thereof) for the upcoming fiscal year. Buyer will not be obligated to purchase Market Hogs in excess of such approximate number.

ARTICLE 3

QUALITY

Section 3.01

- (a) **Market Hogs.** For purposes of this Agreement, the term "Market Hog" shall mean hogs meeting the specifications set forth on Exhibit A hereto and produced by Seller.
- (b) **Additional Covenants.** Seller covenants and warrants as follows:
- (i) **PSE.** Each load of Market Hogs shall have a PSE incidence of no greater than the greater of (a) plant average or (b) industry average as determined by the University of Wisconsin Research Department.
 - (ii) **Weight.** Seller shall use its best efforts to achieve an average weight of 260 pounds per Market Hog. Each load shall average 240 to 270 pounds per Market Hog, except for close-out loads on finishing buildings (which shall average 210 to 310 pounds per Market Hog).
 - (iii) **Grade.** All Market Hogs shall on average (measured by Fat-O-Meater over a semi-annual period) be no less than 50% lean in respect to barrows

and no less than 52% lean in respect to gilts. This standard is based on the presently existing industry standard lean percentage of 48% and the parties shall annually review and revise such percentages to reflect, on a mutually acceptable basis, Buyer's requirements for leaner Hogs relative to then-current industry standards for barrows and gilts as reported by the National Pork Council or the American Meat Institute.

- (iv) Yield. Hot dressing yield shall average over 73.5% per load.
- (v) Genetics. Any change in genetics shall be agreed upon by both parties.
- (c) Additional Requirements. Seller shall notify Buyer in the event that any Market Hogs sold by Seller have been treated with Beta Agonist, PST, Ractopamin or any similar substance. In the event Buyer reasonably determines that use of such substances adversely affects the quality, texture or other characteristic of the meat produced from the Market Hogs purchased from Seller or the boning yields from such Market Hogs, Seller shall, upon written notice from Buyer, immediately discontinue delivering Market Hogs that have been treated with such substances.

ARTICLE 4

SCHEDULING HOG SHIPMENTS

Section 4.01

All Market Hogs purchased hereunder shall be delivered by Seller, freight prepaid by Seller (subject to the provisions set forth in Section 4.03 below), to the slaughter facilities as set forth in Section 2.01 and title and risk of loss thereto shall pass from Seller upon unloading of the Market Hogs at such slaughter facilities. For purposes of this Contract, delivery means the unloading of the Market Hogs with the freight charges prepaid by Seller to Buyer's facilities. It is understood that the weighing of the Market Hogs shall be done at the time of unloading the Market Hogs, without any diversion of the Market Hogs to holding or sorting areas. Deliveries of Market Hogs shall be made as mutually agreed upon and as scheduled by Seller and Buyer.

Section 4.02

At least three (3) months prior to the beginning of each calendar year quarter, Seller shall advise Buyer of the estimated number of Market Hogs to be produced in the immediately succeeding calendar year quarter, which will be approximately one-fourth (1/4) quantities set forth in Section 2.01.

In addition to the above-stated three (3) month estimate, Seller shall furnish Buyer weekly an estimate of the quantities of Market Hogs to be shipped during each subsequent two (2) week

period. In addition to the above, Seller shall notify Buyer of the estimated number of Market Hogs to be delivered on a daily basis before 12:00 noon on Friday previous to the week of delivery, specifying the estimated number of Market Hogs to be delivered each day of the week, Monday through Saturday. Following receipt of such estimate, Buyer shall give instructions as to where such deliveries shall be made.

Section 4.03

Buyer and Seller will each use its best efforts to always provide the other with as much notice as possible of any changes required in the delivery schedule. At any time during the term of this Contract, except for those Market Hogs scheduled to be delivered within the next twenty-four (24) hours, Buyer has the option to direct Seller to deliver Market Hogs produced under this Contract to slaughter facilities other than the Plant, provided that all incremental transportation costs, if any, incurred by Seller because of the directive given by Buyer are paid to Seller by Buyer.

All Market Hogs already scheduled for delivery and loaded on truck(s) for a particular twenty-four (24) hour period must be delivered and accepted at the processing plant already designated by Buyer. e.g., if 800 hogs are scheduled to be delivered to the Plant on a given Tuesday, with delivery to take place the following day (Wednesday), Buyer cannot request a change in that said delivery unless mutually agreeable to Seller and said agreement shall not be unreasonably withheld by Seller. In the event that Seller has not loaded said Market Hogs prior to receiving notice from Buyer of the need to delay shipment to, or divert shipment from, the Plant, Seller will delay loading and shipment of said Market Hogs for up to forty-eight (48) hours, or deliver the Market Hogs to other facilities as directed by Buyer. Buyer will make every effort to promptly unload, weigh and slaughter the hogs delivered under this Contract. It is the intention of Buyer to accomplish these procedures within four (4) hours of the hogs' arrival at Buyer's plant.

ARTICLE 5

VERIFICATION OF HOG QUANTITIES AND QUALITY

Section 5.01

Buyer will periodically allow Seller's employee(s) in Buyer's plant(s) to facilitate and observe the handling and processing of the Market Hogs delivered under this Contract so long as prior notice is given to Buyer and provided that such inspections do not interfere with the operations of such facilities.

So long as Seller meets the scheduling and delivery requirements of Section 4.02, it is the Buyer's intention to unload, count, inspect and weight all hogs shipped under this Contract within two (2) hours of the truck's arrival at Buyer's Plant. Buyer shall note on Seller's truck(s)

bill(s) of lading, and before said delivering truck(s) leaves Buyer's Plant, of the number, if any, of the hogs arriving at Buyer's Plant that are disabled or dead. Seller shall be responsible for the disposition of such hogs at Seller's cost and expense. Seller will advise Buyer prior to initiating delivery of Market Hogs under this Contract as to the method Seller will use to dispose of hogs that do not meet Buyer's specifications, including review of Buyer's program for sale of hogs that do not meet Buyer's specifications.

ARTICLE 6

PRICE

Section 6.01

The price for the Market Hogs supplied under this Contract shall be the sum of the "Base Price" (as defined below), plus or minus (as the case may be) the "Carcass Merit Adjustment" (as defined below). Such price shall, however, be subject to the adjustment described in Section 6.02 below. The Base Price shall mean "Market Price", provided, however, that Base Price shall never be less than \$40.00 cwt. "Market Price" shall mean the daily bulk top plant-delivered price per live cwt. at mid-session of the market for Iowa/Southern Minnesota #1-3 barrows and gilts for 220-260 pound butcher hogs as reported by the U.S.D.A. Market News Service at 10:30 a.m. report (copy attached as Exhibit B) or any replacement thereof or successor thereto for the day of deliver.

Section 6.02

A price adjustment account (the "Adjustment Account") shall be established with respect to Market Hogs delivered pursuant to this Contract. In the event Market Hogs are delivered to Buyer on any date that the Market Price is less than \$40.00 cwt., the Adjustment Account shall be debited by an amount equal to the live cwt. of Market Hogs delivered on that date multiplied by the amount by which \$40.00 exceeds the Market Price on such date. If, on any date that Market Hogs are delivered to Buyer, the Market Price exceeds \$45.00 and, on such date, there is a debit balance in the Adjustment Account, the price payable by Buyer pursuant to Section 6.01 above shall be decreased, and the Adjustment Account shall be credited, by an amount (not to exceed the then existing debit balance in the Adjustment Account) equal to the product of (i) the live cwt. of Market Hogs delivered on such date, multiplied by (ii) the "Price Adjustment". The term "Price Adjustment" shall mean \$.50 if the Market Price is \$45.00 or greater, but is less than \$48.00, and shall mean \$1.00 if the Market Price is \$48.00 or greater. If, at the termination of this Agreement, there is a debit balance remaining in the Adjustment Account, Seller shall pay to Buyer a cash amount equal to such debit balance. *or has the option to renew the contract for another five years, with a debit balance payoff at that time, if any exists.*

bill(s) of lading, and before said delivering truck(s) leaves Buyer's Plant, of the number, if any, of the hogs arriving at Buyer's Plant that are disabled or dead. Seller shall be responsible for the disposition of such hogs at Seller's cost and expense. Seller will advise Buyer prior to initiating delivery of Market Hogs under this Contract as to the method Seller will use to dispose of hogs that do not meet Buyer's specifications, including review of Buyer's program for sale of hogs that do not meet Buyer's specifications.

ARTICLE 6

PRICE

Section 6.01

The price for the Market Hogs supplied under this Contract shall be the sum of the "Base Price" (as defined below), plus one dollar (\$1.00) per live hundred weight, and plus or minus (as the case may be) the "Carcass Merit Adjustment" (as defined below). Such price shall, however, be subject to the adjustment described in Section 6.02 below. The Base Price shall mean "Market Price", provided, however, that Base Price shall never be less than \$40.00 cwt. "Market Price" shall mean the daily bulk top plant-delivered price per live cwt. at mid-session of the market for Iowa/Southern Minnesota #1-3 barrows and gilts for 220-260 pound butcher hogs as reported by the U.S.D.A. Market News Service at 10:30 a.m. report (copy attached as Exhibit B) or any replacement thereof or successor thereto for the day of deliver.

Section 6.02

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ARTICLE 7

CARCASS MERIT ADJUSTMENTS

Section 7.01

For purposes of this Agreement, the Carcass Merit Adjustment shall be the amount determined pursuant to Buyer's "Carcass Merit Buying Matrix", set forth in Exhibit C attached hereto and made a part hereof. An example of the calculation of the Carcass Merit Adjustment is attached hereto as Exhibit D. The Carcass Merit Adjustment shall be determined in respect of each load of Market Hogs delivered pursuant to this Agreement. Said "Carcass Merit Buying Matrix" shall be in effect for the entire duration of this Contract unless modified pursuant to this Agreement. The parties agree that Exhibit C shall be revised to reflect any changes in Buyer's then current carcass program. The parties acknowledge that Exhibit C is based upon the current industry definition for a standard hog, which is a hog with a USDA grade #3 (48% lean), size of approximately 250 pounds and yield of 73.5%. It is agreed that Exhibit C will be adjusted in the event of changes in standard grade, size or yield as reported by the National Pork Council or American Meat Institute. Such adjustments shall move the amount of the premiums and the discounts reflected in Exhibit C so that such premiums and discounts continue to correspond to the relative deviations from the then standard grade, size or yield. The parties also agree to review and revise Exhibit C should (i) Seller produce Market Hogs that exceed the grade, yield or size criteria set forth therein; or (ii) Buyer changes its current instruments for determining grade, size or yield. At present, both size and yield are determined by weight in pounds, and grade is measured using a "Fat-O-Meater." Buyer agrees that no changes shall be made in such instruments unless the substitute instrument is generally considered in the industry to be more accurate. Carcass weight for the purposes of this Contract shall mean the net weight of the hog carcass after passing U.S.D.A. inspection and prior to chilling. Copies of the processing or slaughter reports prepared by Buyer ("kill sheets") for the hogs delivered under this Contract will be mailed to Seller within two (2) days of the hogs' delivery to Buyer and shall contain the information set forth in Exhibit E, attached hereto and made a part hereof.

All weights referenced herein are to be taken from government-inspected and certified scales.

ARTICLE 8

PAYMENT

Section 8.01

Buyer shall pay Seller in full before the close of the first business day after the carcass price is determined. All payments shall be by mail to Seller's office. Payments shall be deemed made when received at Seller's office.

Should Buyer fail to make payments for a period of six (6) days, Seller may suspend deliveries of hogs hereunder, but the exercise of such right shall be in addition to any and all other remedies to Seller.

Notwithstanding the above, at any time Buyer refuses delivery and/or fails to pay for hogs under this Contract, Seller has the right to sell said hogs on the open market to a third party.

ARTICLE 9

DEFAULT

Section 9.01

Seller Default. For purposes of this Agreement, a default by Seller shall be deemed to have occurred under any of the following circumstances (each, a "Seller Default"):

- (a) Seller defaults in the performance of any obligation hereunder and fails to cure such default within ninety (90) days following receipt of written notification of such default from Buyer.
- (b) Seller is adjudged a bankrupt, or if a proceeding of any kind under any law relating to bankruptcy, insolvency or relief of debtors is initiated by or against Seller and is not dismissed within thirty (30) days; or
- (c) Seller makes an assignment for the benefit of its creditors, or ceases to carry on its business; or
- (d) Seller has a receiver/trustee or similar person appointed or otherwise designated in respect of its business or affairs.

Section 9.02

Buyer Default. For purposes of this Agreement, a default by Buyer shall be deemed to have occurred under any of the following circumstances (each, a "Buyer Default"):

- (a) Buyer defaults in the performance of its obligations hereunder and fails to cure such default within ninety (90) days following receipt of written notification thereof from Seller; or
- (b) Buyer is adjudged a bankrupt, or if a proceeding of any kind under any law relating to bankruptcy, insolvency or relief of debtors is initiated by or against Buyer and is not dismissed within thirty (30) days;

- (c) Buyer makes an assignment for the benefit of its creditors, or ceases to carry on its business; or
- (d) Buyer has a receiver/trustee or similar person appointed or otherwise designated in respect of its business or affairs.

Section 9.03

Termination Rights - Seller. In the event of a Buyer Default, Seller may terminate this Agreement by providing written notice to Buyer.

Section 9.04

Termination Rights - Buyer. In the event of an Seller Default, Buyer may terminate this Agreement by providing written notice to Seller.

Section 9.05

Effect of Termination. Termination of this Agreement shall not relieve any party of any liability accrued or for any breach hereunder, nor affect the continued operation or enforcement of any provision of this Agreement which by its terms is to survive termination. Nothing herein shall prevent any party from seeking specific performance or damages for breach in respect of any right or obligation contained in this Agreement. The rights and remedies set forth in this Section are nonexclusive and shall be in addition to any other rights or remedies that may otherwise be available at law or equity.

ARTICLE 10

FORCE MAJEURE

Section 10.01

Force Majeure. Seller shall, either wholly or partially, be relieved of its obligations hereunder during any period of time when performance becomes illegal or commercially impossible because of reasons beyond its control involving fire, explosion, strike, war, riot, final governmental regulations or intervention, court or regulatory action, and acts of God (each a "Force Majeure Event"). Similarly, Buyer shall, either wholly or partially, be relieved of its obligations hereunder during any period of time when performance becomes commercially impossible because of a Force Majeure Event involving its Plant. Market conditions are specifically excluded from this provision. Once performance becomes commercially possible, the responsibilities and obligations of the parties shall resume again with full force and effect. Where either party claims an excuse for nonperformance under this Section, it must give prompt

telephonic notice, promptly confirmed by written notice, of the occurrence and estimated duration of the Force Majeure Event to the other party; and shall give prompt written notice when the Force Majeure Event has been remedied and performance can recommence hereunder. Buyer agrees that, in the event of a Force Majeure Event affecting the Plant, it will use its reasonable efforts to assist Seller in finding other buyers of hogs, including, if commercially feasible in Buyer's reasonable judgment, other hog processing plants of Buyer.

ARTICLE 11

NOTICES

Section 11.01

All notices required or permitted to be given hereunder shall be in writing and shall be deemed properly given when delivered in person to the party to be notified, or when sent by courier service, costs prepaid, or when sent by fax, to the party to be notified, at its address set forth below, or such other address within the continental United States of America as the party to be notified may have designated prior thereto by written notice to the other:

SELLER:	See Schedule 1
BUYER:	Ed Brems Swift & Company P.O. Box G Greeley, CO 80632 Fax No.: (303) 353-7922

ARTICLE 12

WAIVERS

Section 12.01

Failure of Buyer or Seller to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any right or remedies provided herein, or by law, or to properly notify either party in the event of breach or the acceptance of payment for any goods hereunder, shall not release either party from any of the warranties or obligations of this Contract, and shall not be deemed a waiver of any right by either party to insist upon strict performance hereof, or any of its rights or remedies as to any such goods regardless when

shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification operate as a waiver of any of the Contract terms.

ARTICLE 13

INTERPRETATION AND ASSIGNMENT

Section 13.01

The article headings in this Contract are for convenience only, and shall not be considered a part of or used in the interpretation of this Contract.

The exhibits referred to herein and attached hereto shall be considered a part of this Contract as if they were set forth in full in the body of this Contract.

This Contract may not be assigned in whole or in part by Seller without the prior written consent of Buyer, provided, however, that such consent may not be unreasonably withheld. Buyer may assign all or a portion of its rights hereunder. Any assignment will not relieve the assignor from any of its obligations created hereunder; and any assignee shall become liable for all the terms and conditions of this Contract as if such party was signatory to the Contract.

All the provisions of this Contract shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES

Section 14.01

Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to and with Buyer as follows:

- (a) Power and Authority. Seller has the power to own, operate and lease its properties and carry on its business as now being conducted and to execute, deliver and perform this Agreement.
- (b) Authorization: Binding Effect. This Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and constitutes the legal, valid and binding obligations of Seller enforceable in accordance with its terms.

- (c) **Compliance With Laws.** During the term of this Agreement, Seller shall comply in all respects with all laws (including, but not limited to, regulations, rules, codes and ordinances), whether federal, state, local or otherwise.
- (d) **Compliance With Specifications.** All Market Hogs shall meet the specifications set forth on in Section 3.01.
- (e) **Effect of Agreement.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) violate any provision of law, statute, rule or regulation; or (b) violate any judgment, order, writ or decree of any court applicable to Seller.
- (f) **Title.** Seller will have, and will transfer to Buyer, good and marketable title to the Market Hogs free and clear of all liens, claims and encumbrances.

Section 14.02

Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to and with Seller as follows:

- (a) **Corporate Power and Authority.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to own, operate and lease its properties and to carry on its business as now being conducted and to execute, deliver and perform this Agreement.
- (b) **Corporate Authorization: Binding Effect.** This Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

ARTICLE 15

SEVERABILITY

Section 15.01

In the event that any part, term, or provision of this Contract is unenforceable, illegal or in conflict with any federal, state or local laws, such part, term or provision shall be considered severable from the rest of the Contract, and the remaining portion of the Contract shall not be thereby affected and this Contract shall be construed and enforced as if the Contract did not contain such part, term or provision.

ARTICLE 16**MISCELLANEOUS****Section 16.01**

The provisions of this Contract shall extend to the parties hereto and to their successors and permitted assigns.

Section 16.02

This Contract contains the entire agreement between the parties and there are no oral promises, agreements, warranties, obligations, assurances, or conditions, expressed or implied, precedent or otherwise, affecting it.

Section 16.03

Seller and Buyer shall use their best efforts to settle any dispute, claim, question or disagreement arising out of or relating to this Contract or any alleged breach of this Contract. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and performed in Colorado. Any and all disputes arising between the parties in respect of this Agreement shall be brought in the state or federal courts located in Colorado. The parties submit to the jurisdiction of, and do hereby agree to voluntarily appear in such court.

Section 16.04

Each of the parties to this Contract represents that it has full authority to enter into this Contract. This Contract shall be kept confidential and shall be known only to the parties hereto.

Section 16.05

Independent Contractors. Buyer and Seller agree that the relationship between them is that of independent contractors. Nothing in this Agreement shall constitute either Seller or Buyer as agent, representative, partner, joint venturer or employee of the other party. Neither Seller nor Buyer shall have, nor shall either represent itself as having, any right, power or authority to create any contract or obligations, either express or implied, on behalf of, in the name of, or binding upon the other party, or to pledge the other's credit or to extend credit in the other's name unless the other party shall provide advance written consent thereto.

Section 16.06

Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

Section 16.07

Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same, it being agreed that representatives of both parties have participated in the preparation hereof.

Section 16.08

Liability Insurance. Seller agrees during the term hereof to maintain adequate public liability and other insurance with reputable insurance companies as hereinafter set forth and, upon request, to furnish Buyer with certificates of insurance properly executed by its insurers evidencing such fact, and requiring the insurers to give at least thirty (30) days notice to Buyer in the event of cancellation or material alteration of such coverage. The minimum insurance coverage to be maintained by Seller shall be as follows:

- (a) Comprehensive general liability insurance, including personal injury and property damage, products and completed operations, and form contractual and advertising liability coverages, in occurrence form, affording minimum single limit protection of no less than Two Million Dollars (\$2,000,000) per occurrence and with deductibles no greater than One Hundred Thousand Dollars (\$100,000) per occurrence. Buyer shall be named as an additional insured.
- (b) Worker's compensation and employer's liability insurance in accordance with the statutory requirements of the state where Seller conducts its operations.

Section 16.09

Indemnification. Seller covenants that it will indemnify, hold and save Buyer harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees and disbursements, caused by or arising from, or in connection with Seller's operation of its facilities, or any act, breach or omission of Seller in connection herewith, including, without limitation, any injury or death of persons or damage to property caused by or arising therefrom. Buyer covenants that it will indemnify, hold and save Seller harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees and disbursements, caused by or arising from, or

in connection with, any act, breach or omission of Buyer in connection herewith including any injury or death of persons or damage to property caused by or arising therefrom.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

SELLER:

[REDACTED]

By: [REDACTED]

BUYER:

SWIFT & COMPANY

By:

Its:

J. B. Liams
J. F. Froewerdt

SCHEDULE 1

TERM: April 1, 1998 - March 31, 2005

CONTRACT YEAR: April 1 - March 31

QUANTITY:	CONTRACT YEAR 1	-	7,000-11,000
	CONTRACT YEAR 2	-	7,000-11,000
	CONTRACT YEAR 3	-	7,000-11,000
	CONTRACT YEAR 4	-	7,000-11,000
	CONTRACT YEAR 5	-	7,000-11,000
	CONTRACT YEAR 6	-	7,000-11,000
	CONTRACT YEAR 7	-	7,000-11,000

ADDRESS FOR NOTICE:

*Seller has right to Extend Contract five additional
year after 2005 to the year 2010.*

EXHIBIT "A"**Hog Specifications**

- Hogs shall be live and must pass USDA ante mortem inspections and be disease free.
- Hogs must be within USDA limits on all residues (i.e. sulfa) and be certified Level III Pork Quality Assurance.
- Buyer shall not be required to accept any Hog weighing less than 210 pounds or more than 310 pounds.